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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**
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17 BEATS ELECTRONICS, LLC, a
18 Delaware Limited Liability Company,

19 Plaintiff,

20 v.

21 DAVID HEINTZ, an Individual; and
DOES 1-10, Inclusive,

22 Defendants.
23

Case No.: CV13-08824 PA (ASx)

**[PROPOSED] FINAL JUDGMENT,
INCLUDING PERMANENT
INJUNCTION, AGAINST
DEFENDANT DAVID HEINTZ**

24 The Court, pursuant to the Stipulation for Entry of Final Judgment,
25 Including Permanent Injunction, by and between Plaintiff BEATS
26 ELECTRONICS, LLC (“Plaintiff”), through its counsel of record, and Defendant
27 DAVID HEINTZ (“Defendant”), in pro se, do hereby ORDERS, ADJUDICATES,
28 and DECREES that final judgment, including permanent injunction, shall be and

1 hereby is entered on the Complaint for Damages in the above-referenced matter as
2 follows:

3 1. **PERMANENT INJUNCTION.** Pursuant to 15 U.S.C. § 1116,
4 Defendant and any person or entity acting on concert with, or at his direction,
5 including any and all agents, servants, employees, partners, assignees, distributors,
6 suppliers, resellers and any others over which he may exercise control, shall
7 forever cease and refrain from using, and shall not authorize any third party to use,
8 any of Plaintiff's trademarks, or any Intellectual Property that is confusingly or
9 substantially similar to, or that constitutes a colorable imitation of, any of
10 Plaintiff's trademarks. Defendant shall hereby forever forbear, cease, and be
11 permanently enjoined from engaging in, committing, or performing, directly or
12 indirectly, all of the following acts:

13 a. copying, manufacturing, importing, exporting, marketing,
14 selling, offering for sale, distributing or dealing in any product or service that
15 uses, or otherwise makes any use of, any Plaintiff's trademarks, and/or any
16 Intellectual Property that is confusingly or substantially similar to, or that
17 constitutes a colorable imitation of, any of Plaintiff's trademarks, whether such
18 use is as, on, in or in connection with any trademark, service mark, trade name,
19 logo, design, Internet use, website, domain name, metatags, advertising,
20 promotions, solicitations, commercial exploitation, television, web-based or any
21 other program, or any product or service, or otherwise;

22 b. performing or allowing others employed by or representing
23 Defendant, or under his control, to perform any act or thing which is likely to
24 injure Plaintiff, any of Plaintiff's trademarks, and/or Plaintiff's business
25 reputation or goodwill, including making disparaging, negative, or critical
26 comments regarding Plaintiff or its products;

27 c. engaging in any acts of federal and/or state trademark and/or
28 false designation of origin, unfair competition, dilution, or other act which would

1 tend to damage or injure Plaintiff; and/or

2 d. using, operating, owning, or controlling any Internet domain
3 name or website that includes any of Plaintiff's trademarks, including but not
4 limited to Plaintiff's Beats® and Beats by Dr. Dre® marks.

5 2. Defendant is ordered to deliver immediately for destruction all
6 unauthorized and/or counterfeit products, including labels, signs, prints, packages,
7 wrappers, receptacles and advertisements related thereto in Defendant's
8 possession or control bearing any of Plaintiff's trademarks, intellectual properties,
9 or simulations, reproductions, counterfeits, copies or colorable imitations thereof,
10 and all plates, molds, heat transfers, screens, matrices, or any other means of
11 making the same, to the extent that any of these items are in Defendant's
12 possession and/or control.

13 3. This Final Judgment, including Permanent Injunction, shall be
14 deemed to have been served upon Defendant at the time of its execution by the
15 Court.

16 4. The Court finds there is no just reason for delay in entering this
17 Permanent Injunction and, pursuant to Rule 54(a) of the *Federal Rules of Civil*
18 *Procedure*, the Court should direct immediate entry of this Permanent Injunction
19 against Defendant.

20 5. Defendant shall pay to Plaintiff the sum of Two Hundred thousand
21 dollars (\$200,00.00) on Plaintiff's Complaint for Damages subject to the terms of
22 a separate Confidential Settlement Agreement by and between the parties.

23 6. **NO APPEALS AND CONTINUING JURIDICITION.** No appeals
24 shall be taken from this Final Judgment, including Permanent Injunction, and the
25 parties waive all rights to appeal. This Court expressly retains jurisdiction over
26 this matter to enforce any violation of the terms of ~~this Final Judgment~~, and the
27 Permanent Injunction herein.

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1 7. **NO FEES AND COSTS.** Each Party shall bear their own attorney's
2 fees and costs incurred in this matter.

3 IT IS SO ORDERED, ADJUDICATED, and DECREED this 9th day of
4 April, 2014.



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6 By: _____
7 HON. PERCY ANDERSON
8 United States District Court Judge
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